



METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

BILL DODD, CHAIR
Napa County and Cities

June 3, 2009

SCOTT HAGGERTY, VICE CHAIR
Alameda County

Solicitation of Quotations

TOM AMMIANO
City and County of San Francisco

Dear Vendors:

TOM AZUMBRADO
U.S. Department of Housing
and Urban Development

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) is inviting your company to respond to this Solicitation of Quotations (SOQ) to:

TOM BATES
Cities of Alameda County

**Provide 160 T37 Class 3 Safety Vests in Specific Sizes,
With FSP Logo & Letters applied in reflective silver**

DEAN J. CHU
Cities of Santa Clara County

DAVE CORTESE
Association of Bay Area Governments

DORENE M. GIACOPINI
U.S. Department of Transportation

FEDERAL D. GLOVER
Contra Costa County

ANNE W. HALSTED
San Francisco Bay Conservation
and Development Commission

STEVE KINSEY
Marin County and Cities

SUE LEMPERT
Cities of San Mateo County

JON RUBIN
San Francisco Mayor's Appointee

BIJAN SARTIPI
State Business, Transportation
and Housing Agency

JAMES P. SPERING
Solano County and Cities

ADRIENNE J. TISSIER
San Mateo County

AMY WORTH
Cities of Contra Costa County

KEN YEAGER
Santa Clara County

VACANT
Sonoma County and Cities

STEVE HEMINGER
Executive Director

ANN FLEMER
Deputy Executive Director

Interested parties must provide a quote on the attached Quotation Form (Attachment B), based on the attached Specifications (Attachment A) by FAX or mail no later than 2:00 p.m., Wednesday, June 17, 2009. **Quotes received after that date and time will not be considered.** Quotes should be submitted to Adrian Fine, Motorist Aid Program Coordinator, MTC SAFE, c/o Joseph P. Bort MetroCenter, 101 - 8th Street, Oakland, CA 94607, or by FAX: 510/817-5848.

MTC SAFE is requesting 160 units of the T37 Class 3 Safety Vests in Lime Green. A picture of the T37 Class 3 Safety Vests is attached as *Attachment C*. These vests must be altered to include both a supplied logo (*Attachment D*) on the back and lettering, in reflective silver on the front left chest. A Velcro strip for nametags must also be sewn on to the front right chest. A completed Quotation Form (Attachment B) with the necessary information must be submitted. Refer to Specifications (Attachment A) for details about the quantities of sizes to be provided, and location and sizing of the logo and lettering.

An award, if made, will be to the responsible bidder who submits the lowest quote in "Total Bid Price of Vests or Printing" space on the *Attachment B, Quotation Form*, for the specified equipment and/or services described in *Attachment A*.

The selected vendor may be asked to participate in a conference call with MTC staff prior to issuance of a Purchase Order (PO). A copy of the terms and conditions in MTC's standard PO, with additional requirements applicable to this procurement, is included in this solicitation on page 7, *Attachment E*. MTC's selection dispute procedure is attached as *Attachment F*.

Please feel free to contact Adrian Fine at (510) 817-5753 or <afine@mtc.ca.gov> if you have any questions.

Very truly yours,

Therese McMillan

Deputy Executive Director, Policy

TMcM: AF

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JOSEPH P. BORT METROCENTER | 101 EIGHTH STREET | OAKLAND, CA 94607-4700

TEL 510.817.5700 | TTY/TDD 510.817.5769 | FAX 510.817.5848 | E-MAIL info@mtc.ca.gov | WEB www.mtc.ca.gov

ATTACHMENT A

SPECIFICATIONS FOR NEW FREEWAY SERVICE PATROL VESTS

1. Description of Materials

Acceptable Model

T37 Class 3 Compliant Safety Vests
Ultra-Cool Mesh Class 3, as shown in *Attachment C*.

Acceptable Color

Lime with Lime Prismatic Striping

Required Sizes

| Size | Number |
|------------|--------|
| Medium | 15 |
| Large | 35 |
| X-Large | 40 |
| XX-Large | 35 |
| XXX-Large | 20 |
| XXXX-Large | 15 |
| Sum | 160 |

Required Alterations

- Reflective silver 7" circular FSP logo, as shown in *Attachment D*, MTC SAFE Freeway Service Patrol/FSP logo, silk-screened or heat-fused on back of vest
- Reflective silver 2" tall x 4" wide (at most) block "FSP" lettering silk-screened or heat-fused on user's front left chest
- “FSP” block lettering should be clearly visible and legible, and parallel to ground
- One 1"x3" Velcro strip for nametags must be sewn to the front right chest of each vest.
- Electronic file of logo (Attachment D) will be provided to selected vendor

2. Delivery

Delivery must be made to MTC SAFE no later than thirty (30) days from the date of Purchase Order (PO) issuance to the selected vendor. MTC SAFE anticipates that it will issue a PO order within ten (10) days of receiving quotes.

ATTACHMENT B QUOTATION FORM

I. Description & Price of Items

| <u>Safety Vests - Required</u> | Unit Price |
|---|---------------------|
| T37 Class 3 Compliant Safety Vest, Lime | All Sizes and vests |
| Medium – 15 \$_____ each = \$_____ | |
| Large – 35 \$_____ each = \$_____ | |
| X-Large – 40 \$_____ each = \$_____ | |
| XX-Large – 35 \$_____ each = \$_____ | |
| XXX-Large – 20 \$_____ each = \$_____ | |
| XXXX-Large – 15 \$_____ each = \$_____ | |

| <u>Logo & Letter Printing, Velcro - Required</u> | Unit Price |
|--|-------------------|
| Silk-screening or heat-fusing (<i>circle one</i>) of FSP Logo and FSP Lettering Description: _____ _____ | \$ |
| Sewing on 1"x3" Velcro patch to front right chest Description: _____ _____ | |
| Shipping | \$ |
| Applicable Sales Tax | \$ |
| Sub-Total Bid Price of Logo & Letter Printing, Velcro | \$ |

Total Bid Price

| | |
|--|----|
| Total Bid Price of Vests & Printing | \$ |
|--|----|

II. Estimated Delivery Date to MTC:

III. Vendor's References (Provide 2)

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & E-Mail

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & E-Mail

IV. Signature of Authorizing Official

| | |
|------------------------------|--|
| Name of Proposing Company | |
| Address, Street | |
| Address, City, State, Zip | |
| Phone Number | |
| Fax Number | |
| Email Address | |
| Name of Authorizing Official | |
| Signature | |

ATTACHMENT C
PICTURE OF T37 SAFETY VEST IN LIME



ATTACHMENT D
MTC SAFE FREEWAY SERVICE PATROL LOGO



ATTACHMENT E

GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **DEFINITIONS**
 - a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
 - b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
 - c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.
2. **ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.
3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.
4. **CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.
5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.
6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.
7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.
8. **TERMINATION**
 - a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
 - b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.
9. **SCHEDULE**

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.
10. **INDEMNIFICATION**

Supplier shall indemnify and hold harmless MTC and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.
11. **INDEPENDENT CONTRACTOR**

Supplier is an independent contractor and not an employee or agent of MTC.
12. **PAYMENT**

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount

billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

ATTACHMENT F, SOP Protest Procedure

A proposer may object to a provision of the SOP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC SAFE procedures, the provisions of the SOP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Program Coordinator a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to SOP provisions; or
- 2) No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The MTC SAFE Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC SAFE Section Director.

Should the Proposer wish to appeal the decision of the MTC SAFE Section Director it may file a written appeal with the MTC SAFE Executive Director, no later than three (3) working days after receipt of the written response from the MTC SAFE Section Director. The Executive Director's decision will be the final agency decision.